

## AGENCY-BFG LAND TRANSFER AGREEMENT

THIS AGENCY-BFG LAND TRANSFER AGREEMENT (the "*Agreement*") is made by and between REDEVELOPMENT AGENCY OF THE CITY OF CHULA VISTA, a redevelopment agency formed pursuant to Health and Safety Code §§ 33000 *et seq.* ("*Agency*"), and ROHR, INC., operating as BFGoodrich Aerospace Aerostructures Group, a Delaware corporation and wholly owned subsidiary of The BFGoodrich Company ("*BFG*"), as of November 16, 1999 (the "*Operative Date*").

The parties agree as follows:

### Section 1. RECITALS

The parties, together with the City of Chula Vista and the San Diego Unified Port District, have entered into that certain Relocation Agreement dated July 13, 1999 (the "*Relocation Agreement*"). The Relocation Agreement requires that BFG and the Agency enter into this Agreement to provide for, among other things, the transfer to BFG of certain real property owned or to be obtained by the Agency and located in the Chula Vista Bayfront, as shown on the map of the New BFG Campus attached as Exhibit A (the "*New Campus Map*"), all in accordance with the terms and conditions of this Agreement.

### Section 2. DEFINITIONS

Capitalized terms not otherwise defined in this Agreement shall have the following meanings:

2.1 "*Agency*" means the Redevelopment Agency of the City of Chula Vista, a redevelopment agency formed pursuant to Health and Safety Code §§ 33000 *et seq.*

2.2 "*Agency Land*" shall have the meaning set forth in Section 3.1.

2.3 "*Agency Property*" shall have the meaning set forth in Section 3.1.

2.4 "*Agency Property Title Policy*" shall have the meaning set forth in Section 3.5.

2.5 "*Agreement*" means this Agency-BFG Land Transfer Agreement.

2.6 "*Assignment of Order of Possession*" shall have the meaning set forth in Section 4.1.

2.7 "*Bayfront*" shall have the meaning set forth in the Relocation Agreement.

2.8 "*BFG*" means Rohr, Inc., operating as BFGoodrich Aerospace Aerostructures Group, a Delaware corporation and wholly owned subsidiary of The BFGoodrich Company.

2.9 "*Closing*" shall have the meaning set forth in Section 6.1.

2.10 "*Closing Date*" shall have the meaning set forth in Section 6.1.

2.11 "*Development Agreement*" shall have the meaning set forth in the Relocation Agreement.

2.12 "*Disapproved Exceptions*" shall have the meaning set forth in Section 3.5.

2.13 "*Environmental State*" means Environmental Conditions in, on, around or under, or Environmental Releases from, the applicable property; the existence or non-existence of Environmental Claims (or threatened Environmental Claims), Environmental Costs or Environmental Remediation Activities affecting or concerning such property; and/or any other matter affecting such property that is governed or regulated by applicable Environmental Laws.

2.14 "*Escrow*" means the escrow account established by the parties with the Title Company.

2.15 "*New Campus Map*" shall have the meaning set forth in Section 1.

2.16 "*Operative Date*" means the date of this Agreement.

2.17 "*Rados Brothers*" means the owners of record of the Rados Land as of the Operative Date.

2.18 "*Rados Land*" shall have the meaning set forth in Section 4.1.

2.19 "*Rados Property*" shall have the meaning set forth in Section 4.1.

2.20 "*Rados Property Title Policy*" shall have the meaning set forth in Section 4.6.

2.21 "*Related Agreements*" shall have the meaning set forth in the Relocation Agreement.

2.22 "*Relocation Agreement*" shall have the meaning set forth in Section 1.

2.23 "*Title Company*" means Chicago Title Insurance Company in San Diego, California.

### Section 3. THE AGENCY'S TRANSFER OF THE AGENCY PROPERTY TO BFG

3.1 Transfer of Agency Property. Subject to the terms and conditions of this Agreement (including specifically referenced provisions of the Relocation Agreement), the Agency shall transfer and convey to BFG, by grant deed, a fee simple interest in the Agency Property (the "*Agency Property*"). The Agency Property includes: (a) that certain approximately 3.65-acre portion of real property owned by the Agency and located on Bay Boulevard south of Lagoon Drive, as shown generally on the New Campus Map, a legal description of which is attached as Exhibit B (the "*Agency Land*"); (b) all of the Agency's right,

5-102  
2

title and interest in any and all appurtenant rights, privileges and easements in and to the Agency Land, including, without limitation, all minerals, water, oil, gas and other hydrocarbon substances; and (c) all of the Agency's right, title and interest in all development, air and water rights relating to the Agency Land.

**3.2 Purchase Price.** The purchase price to be paid by BFG to Agency for the Agency Parcel is \$1,271,952.

**3.3 Condition of Agency Property.**

(a) **Environmental Matters.** The responsibilities of the Agency and BFG for the performance, management and costs of environmental matters and activities arising in connection with or concerning the Agency Property shall be as set forth in Section 7 of the Relocation Agreement, which obligations shall survive the Agency Property Closing and the delivery of the grant deed for, and conveyance of, the Agency Property.

(b) **Physical Condition.** The Agency Land shall be cleared and graded by the Agency to the contours reasonably required by BFG, at no cost to BFG. BFG shall present a plan for any required contouring within 12 months after the Closing. The parties shall then, within 90 days thereafter, agree upon a final contouring plan and schedule for its implementation.

**3.4 Representations and Warranties of the Agency.** Except as specifically stated in this Section 3 and/or Section 7 of the Relocation Agreement, Agency shall convey the Agency Property to BFG in an "AS IS" condition, with all faults, and, except as specifically stated in this Section 3.4, Agency makes no representations or warranties to BFG with respect to any aspect of the Agency Property, including, without limitation, value, fitness for a particular use or purpose, physical condition, Environmental State, the status of title, availability of access, ingress, egress, water or utilities, or any other matters. The Agency represents that, to the best of its knowledge:

(a) There is no pending litigation adversely affecting the Agency Property or the Agency's ability to convey the Agency Property;

(b) With respect to the Agency Property, there are no contractual commitments which have been made to any governmental authorities, utility companies, school districts or other governmental agencies which would impose an obligation on the Agency or its successors or assigns to make any contributions or dedications of money or land or to construct, install or maintain any improvements of a public or private nature on or off of the Agency Property; and

(c) Except for the Relocation Agreement and the Related Agreements, there are no leases or other agreements affecting title or possessory rights to the Agency Property which would extend beyond the Closing Date, except for matters of record affecting title to the Agency Property.

The Agency shall indemnify, defend and hold BFG harmless from and against any claims, demands, causes of action, liabilities, losses, costs and expenses, including, without limitation, attorneys' and experts' fees and costs relating to or arising out of any breach or

5-103

untruth of the representations and warranties in subparagraphs (a) through (c) above. This indemnity shall survive the Agency Property Closing and the delivery of the grant deed for, and conveyance of, the Agency Property.

**3.5 Condition of Title.** The Agency, by grant deed, shall convey to BFG a fee simple interest in the Agency Property free and clear of all liens and monetary encumbrances, with the exception of the lien of non-delinquent real estate taxes and assessments not yet due and payable, and all other liens and encumbrances of record, and subject to the exceptions to title listed in the Preliminary Report, dated November 4, 1998, issued by the Title Company (Order No. 88101086-U15), excluding those exceptions to title that are reasonably disapproved by BFG. BFG shall, on or before December 3, 1999, provide Agency with written notice of such exceptions to title that it reasonably elects to have removed (each, a "*Disapproved Exception*"). Agency shall cause City to remove any Disapproved Exceptions that City is able to remove as a sole beneficiary, provided that City determines that such disapproved exceptions are no longer necessary to serve public purposes; furthermore, Agency and City shall cooperate with BFG (at no cost to City or Agency) in seeking to remove any third-party Disapproved Exceptions. The condition of title shall be evidenced by an ALTA policy of title insurance (the "*Agency Property Title Policy*") in an amount reasonably requested by BFG showing title vested in BFG subject only to those exceptions expressly permitted by this Section 3.5 or otherwise consented to by BFG.

#### Section 4. THE AGENCY'S TRANSFER OF THE RADOS PROPERTY TO BFG

**4.1 Transfer of Rados Property.** Subject to the terms and conditions of this Agreement (including specifically referenced provisions of the Relocation Agreement), the Agency shall transfer and convey (or cause to be transferred and conveyed) to BFG, by grant deed, a fee simple interest in the Rados Property (the "*Rados Property*"). Provided, however, that if as of the Closing Date, the Agency has not acquired title to the Rados Property but is proceeding to acquire title by eminent domain, the Rados Property shall be conveyed to BFG by assignment of an Order of Possession with rights to after-acquired title ("*Assignment of Order of Possession*"). The Rados Property includes: (a) that certain approximately 3.02-acre real property owned by Rados Brothers and located at the corner of Bay Boulevard and Lagoon Drive, as shown generally on the New Campus Map, a legal description of which is attached as Exhibit C (the "*Rados Land*"); (b) all of the right, title and interest in any and all appurtenant rights, privileges and easements in and to the Rados Land, including, without limitation, all minerals, water, oil, gas and other hydrocarbon substances; and (c) all development, air and water rights relating to the Rados Land.

**4.2 Purchase Price of Rados Parcel.** The purchase price to be paid by BFG to Agency for the Rados Parcel shall be the amount paid by Agency to the private owner thereof, whether determined through a voluntary agreement, by settlement, or through a court proceeding, subject to the limitations set forth in Section 3.2.2(d) of the Relocation Agreement.

5-104

E901

**4.3 Acquisition of Rados Property.** BFG and the Agency acknowledge that the Agency has adopted a Resolution of Necessity authorizing the acquisition of the Rados Property by eminent domain. In the event that Agency is not able to acquire the Rados Property voluntarily, and either elects not to complete eminent domain or is unsuccessful in its pursuit, and as a result is unable to deliver possession of the Rados Property at the Closing, BFG shall have the option, in its sole discretion, of electing to receive One Million Fifty-Two Thousand Four Hundred and Ten Dollars (\$1,052,410) out of Escrow in lieu of acquisition of the Rados Property.

**4.4 Condition of Rados Property.**

(a) **Environmental Matters.** The responsibilities of the Port, the Agency and BFG for the performance, management and costs of environmental matters and activities arising in connection with or concerning the Rados Property shall be as set forth in Section 7 of the Relocation Agreement, which obligations shall survive the Rados Property Closing and the delivery of the grant deed for, and conveyance of, the property.

(b) **Physical Condition.** The Rados Land shall be cleared and graded by the Agency to the contours reasonably required by BFG, at no cost to BFG. BFG shall present a plan for any required contouring within 12 months after the Closing. The parties shall then, within 90 days thereafter, agree upon a final contouring plan and schedule for its implementation. In connection with the agreed-upon contouring plan, Agency will arrange for the removal and off-site disposal of the slab.

**4.5 Representations and Warranties of the Agency.** Except as specifically stated in this Section 4 and/or Section 7 of the Relocation Agreement, the Agency shall convey the Rados Property in an "AS IS" condition, with all faults, and, except as specifically stated in this Section 4.5, the Agency makes no representations or warranties to BFG with respect to any aspect of the Rados Property, including, without limitation, value, fitness for a particular use or purpose, physical condition, Environmental State, the status of title, availability of access, ingress, egress, water or utilities, or any other matters. The Agency represents that, to the actual knowledge of the Agency personnel involved in the acquisition of the Rados Property:

(a) Other than the pending eminent domain proceeding regarding the Rados Property, there is no pending litigation adversely affecting the Rados Property or the Agency's ability to convey the Rados Property;

(b) With respect to the Rados Property, there are no contractual commitments which have been made to any governmental authorities, utility companies, school districts or other governmental agencies which would impose an obligation on the Agency or its successors or assigns to make any contributions or dedications of money or land or to construct, install or maintain any improvements of a public or private nature on or off of the Rados Property; and

(c) Except for the Relocation Agreement and the Related Agreements, there are no leases or other agreements affecting title or possessory rights to the Rados Property which would

5-105

extend beyond the Rados Property Closing Date except for matters of record affecting title to the Rados Property.

(d) Notwithstanding the foregoing, the parties have entered into an easement agreement with respect to the Easement Area of the Rados Property pursuant to Section 6.2.1(b) of the Relocation Agreement, which may affect the foregoing representations.

The foregoing representations are based upon the actual knowledge of the Agency personnel directly involved in the acquisition of the Rados Property, without having performed, and with no duty to perform, any investigation or inquiry regarding these matters. The Agency shall indemnify, defend and hold BFG harmless from and against any claims, demands, causes of action, liabilities, losses, costs and expenses, including, without limitation, attorneys' and experts' fees and costs relating to or arising out of any breach or untruth of the representations and warranties in subparagraphs (a) through (c) above. This indemnity shall survive the Closing, and the delivery of the grant deed for, and the conveyance of, the Rados Property.

**4.6 Condition of Title.** The Agency shall convey to BFG, by grant deed, a fee simple interest in the Rados Property (or, if applicable pursuant to Section 4.1, an Assignment of Order of Possession) free and clear of all liens and monetary encumbrances, with the exception of the lien of non-delinquent real estate taxes and assessments not yet due and payable, and all other liens and encumbrances of record, and subject to the exceptions to title listed in the Preliminary Report, dated November 2, 1998, issued by the Title Company (Order No. 88101089-U15), excluding those exceptions to title that are reasonably disapproved by BFG. BFG shall, on or before December 3, 1999, provide Agency with written notice of Disapproved Exceptions. Agency shall cause City to remove any Disapproved Exceptions that City is able to remove as a sole beneficiary, provided that City determines that such disapproved exceptions are no longer necessary to serve public purposes; furthermore, Agency and City shall cooperate with BFG (at no cost to City or Agency) in seeking to remove any third-party Disapproved Exceptions. The condition of title shall be evidenced by an ALTA policy of title insurance (the "*Rados Property Title Policy*") in an amount reasonably requested by BFG showing title vested in BFG subject only to those exceptions expressly permitted by this Section 4.6 or otherwise consented to by BFG.

## **Section 5. CONDITIONS PRECEDENT**

**5.1 Condition in Favor of the Agency.** The Agency's obligation to close under Section 6 and to convey the Agency Property and Rados Property to BFG is expressly conditioned upon the satisfaction of the following condition precedent: BFG shall have fully performed and complied in all material respects with its obligations, covenants and agreements with regard to the Agency Property and Rados Property under this Agreement and the Relocation Agreement, and shall not be in default under any other provisions of the Relocation Agreement.

**5.2 Conditions in Favor of BFG.** BFG's obligation to close under Section 6 is expressly conditioned on the satisfaction of each of the following conditions precedent:

5-106

(a) **The Agency's Compliance.** The Agency shall have fully performed and complied in all material respects with its obligations, covenants and agreements with regard to the Agency Property and Rados Property under this Agreement and the Relocation Agreement, and all of the representations and warranties made by the Agency in this Agreement shall be materially true and correct as of the Closing Date.

(b) **Agency Prepared to Convey the Agency Property and Rados Property.** The Agency shall be prepared to proceed with its obligation to convey the Agency Property and Rados Property to BFG as of the Closing Date, and shall have caused the documents and funds referred to in Section 6.2 and Section 6.3 to be delivered into Escrow.

(c) **Title Policies.** The Title Company shall be ready, willing, and able to issue the Agency Property Title Policy and the Rados Property Title Policy as of the Closing Date.

## Section 6. CLOSING

6.1 **Closing Date.** It is the parties' intention that all of the transactions and agreements contemplated in this Agreement and the Relocation Agreement (with the exception of the transfer of the MTDB Parcel, as defined in the Relocation Agreement) shall be concluded through a concurrent closing ("**Closing**"). The Closing shall occur with respect to the Agency Property as soon as practicable after approval of the Relocation Agreement by the State Lands Commission, and, with respect to the Rados Property, as soon as practicable following adjudication of the Agency's right to take, or such other date as the parties mutually agree in writing (the "**Closing Date**"). The Closing, for purposes of the transfers described herein, shall be deemed to have occurred when a duly executed and acknowledged standard Title Company grant deed conveying the Agency Property to BFG is recorded in the official records of San Diego County and when a duly executed and acknowledged Title Company grant deed (or Assignment of Order of Possession, as applicable pursuant to Section 4.1) conveying the Rados Property to BFG is recorded in the official records of San Diego County.

6.2 **Agency's Obligation to Close.** Within one day prior to the Closing Date, the Agency shall deliver into Escrow duly executed and acknowledged standard Title Company grant deeds (or, if applicable for the Rados Property, an Assignment of Order of Possession) in favor of BFG conveying the Agency Property and Rados Property to BFG, subject only to the exceptions described in Section 3.5, to be held until the Closing.

### 6.3 Other Closing Obligations.

(a) Upon the Closing, the Agency shall deliver possession of the Agency Property and Rados Property in the condition required by this Agreement and the Relocation Agreement, free and clear of all tenancies and parties in possession.

(b) Each party shall deposit in a timely manner all documents, funds and written escrow instructions in Escrow with the Title Company as may be necessary for conveyance of the Agency Property and Rados Property in accordance with this Agreement or as may be reasonably requested by either party.

5 107

(c) Transfer taxes shall be paid by BFG. The cost of the Agency Property Title Policy and Rados Property Title Policy shall be paid by BFG. Escrow fees and all other closing costs shall be shared equally between the parties. Real estate taxes shall be prorated as of the applicable Closing Date based on the best available estimate of real estate taxes for the period during which the Closing occurs, subject to final adjustment after Closing if requested by either party in writing within one year following the Closing Date. Any adjustment shall be based on the actual tax statements received for such period. Each party shall be responsible for the costs of its own consultants and legal counsel.

(d) From and after the Operative Date, the Agency shall not create or consent to any additional easements, leaseholds, tenancies, liens, options, or other encumbrances against the Agency Property or Rados Property without BFG's prior written approval, which approval may be withheld in its sole discretion.

## Section 7. GENERAL PROVISIONS

7.1 Notices. All notices, demands and correspondence required or provided for under this Agreement shall be in writing and delivered in person, sent by certified mail, postage prepaid or sent by a nationally recognized overnight courier that provides documentation of delivery.

Notices to the Agency shall be addressed as follows:

Redevelopment Agency of the City of Chula Vista  
276 Fourth Avenue  
Chula Vista, CA 91910  
Attention: Director of Community Development

Notices to BFG shall be addressed as follows:

BFGoodrich Aerospace Aerostructures Group  
850 Lagoon Drive  
Chula Vista, CA 91910-2098  
Attention: Art Sellgren

With a copy to:

McCutchen, Doyle, Brown & Enersen  
1333 N. California Blvd., Suite 210  
P.O. Box V  
Walnut Creek, CA 94596  
Attention: Geoffrey Robinson

5-108



With a copy to:

BFGoodrich Aerospace Aerostructures Group  
850 Lagoon Drive  
Chula Vista, CA 91910-2098  
Attention: Group Counsel

A party may change its address by giving notice in writing to the other parties in the manner provided above. Thereafter, notices, demands and other correspondence pertinent to this Agreement shall be addressed and transmitted to the new address.

7.2 Entire Agreement, Waivers, Amendments. This Agreement, together with the Relocation Agreement, constitutes the entire understanding and agreement of the parties with respect to the transfer of the properties described herein. This Agreement, together with the Relocation Agreement, integrates all of the terms and conditions mentioned in these agreements or incidental hereto, and supersedes any and all prior versions and drafts of these or any other agreements and all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. In the event there is a conflict between the provisions of this Agreement and the Relocation Agreement, the Relocation Agreement shall control. All waivers of the provisions of this Agreement must be in writing and signed by an authorized representative of the party sought to be charged with such waiver. The waiver by any party of any term, covenant, agreement or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, agreement or condition, nor shall any custom or practice which may grow up between the parties in the administration of this Agreement be construed to waive or lessen the right of any party to insist upon performance in strict accordance with all of the provisions of this Agreement.

7.3 Exhibits. The following exhibits are incorporated herein and made part of this Agreement.

- Exhibit A: New Campus Map
- Exhibit B: Description of Agency Land
- Exhibit C: Description of Rados Land

7.4 Specific Performance. In the event the Agency defaults in its obligation to transfer and convey the Agency Property as required by this Agreement, BFG shall have the right to specifically enforce the Agency's performance hereunder. The Agency and BFG agree that monetary damages or other legal or equitable remedies would not be sufficient to compensate BFG as it would be extremely difficult, if not impossible, to adequately calculate the monetary value of the conveyance of the Agency Property contemplated by this Agreement. The Agency and BFG agree that the

5-109

consideration that each party is to receive under this Agreement is fair and reasonable and that specific performance of this Agreement would not constitute a penalty or forfeiture against the Agency.

7.5 General Provisions of Relocation Agreement Incorporated. The General Provisions of the Relocation Agreement (Sections 9.1-9.17, inclusive), excepting Sections 9.8, 9.11, and 9.13, are hereby incorporated by this reference and shall govern and apply to this Agreement as if fully set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Operative Date.

Agency:

REDEVELOPMENT AGENCY OF THE CITY  
OF CHULA VISTA, a redevelopment agency

By: Shirley Horton  
Chair

BFG:

ROHR, INC., operating as BFGOODRICH  
AEROSPACE AEROSTRUCTURES GROUP,  
a Delaware corporation and wholly owned  
subsidiary of THE BFGOODRICH COMPANY

By: G. A. Wetzler  
Name: G. A. Wetzler  
Its: President

Approved as to form:

Stan Sorenson  
Agency Attorney

5-110

EXHIBIT A

(New Campus Map)

5-111

## LEGEND

- INFO RECEIVED  
NEW FES LAID  
DOWN TO BE ACQUIRED  
BY MRAN HIGH TIDE LINE  
RAIL ROAD TRACKS  
ROAD - CLOSED  
ROAD - NEW  
BLING - KIRKING

### Result



5-112

NEW CAMPUS

EXHIBIT B

(Description of Agency Land)

5-113

## DESCRIPTION

PARCEL 1: (567-022-35)

THAT PART OF THAT PORTION OF THE SOUTHERLY 128.00 FEET OF THE NORTHERLY 586.00 AS TENANTS IN COMMON OF THE WESTERLY ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF QUARTER SECTION 162, OF RANCHO DE LA NACION, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, State of California, ACCORDING TO MAP THEREOF NO. 166 MADE BY MORRILL, ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AS CONVEYED TO THE State of California BY DEED RECORDED DECEMBER 12, 1968 AS FILE NO. 217540 OF OFFICIAL RECORDS; SAID PART HEREBY CONVEYED DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID STATE LAND; THENCE ALONG THE FOLLOWING NUMBERED COURSES: (1) ALONG THE NORTHERLY LINE OF SAID PARCEL OF LAND NORTH 72° 02' 24" EAST, 339.34 FEET; (2) LEAVING SAID NORTHERLY LINE SOUTH 24° 45' 46" EAST, 57.71 FEET TO A TANGENT CURVE, CONCAVE SOUTHWESTERLY; (3) ALONG SAID CURVE WITH A RADIUS OF 1,970.00 FEET, THROUGH AN ANGLE OF 2° 04' 01", A DISTANCE OF 71.07 FEET TO THE NON-TANGENT SOUTHERLY LINE OF SAID PARCEL OF LAND; (4) ALONG SAID SOUTHERLY LINE SOUTH 72° 02' 24" WEST, 353.70 FEET TO THE WESTERLY LINE OF SAID PARCEL OF LAND AND THE EASTERLY RIGHT OF WAY LINE OF THE SAN DIEGO AND ARIZONA EASTERN RAILROAD COMPANY; (5) ALONG SAID WESTERLY LINE AND RIGHT OF WAY LINE NORTH 17° 47' 22" WEST, 128.01 FEET TO THE POINT OF BEGINNING.

PARCEL 2: (567-022-17)

THE NORTHERLY 80 FEET OF THAT PORTION OF THE WESTERLY HALF OF THE SOUTHWESTERLY QUARTER OF QUARTER SECTION 162 OF RANCHO DE LA NACION, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, State of California, ACCORDING TO MAP THEREOF MADE BY MORRILL, NO. 166, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, LYING SOUTHERLY OF THE SOUTHERLY LINE OF THE NORTHERLY 588 FEET OF SAID WESTERLY HALF OF SAID SOUTHWESTERLY QUARTER.

EXCEPTING THEREFROM ANY PORTION LYING EASTERLY OF THE WESTERLY LINE OF THE STATE HIGHWAY AS GRANTED TO THE State of California BY DEED RECORDED SEPTEMBER 19, 1949 IN BOOK 3321, PAGE 481 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THE WESTERLY 20 FEET THEREOF.

ALSO EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE State of California FOR FRESWAY PURPOSES BY DEED RECORDED ON APRIL 9, 1968 AS FILE NO. 58477 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY.

PARCEL 3: (567-022-31)

THAT PORTION OF THE SOUTHERLY 80.00 FEET OF THE NORTHERLY 748.00 FEET AND THE WESTERLY 40.00 FEET OF THE SOUTHERLY 80.00 FEET OF THE NORTHERLY 828.00 FEET OF THE WESTERLY HALF OF THE SOUTHWESTERLY QUARTER OF QUARTER SECTION 162 OF RANCHO DE LA NACION, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, State of California, ACCORDING TO MAP THEREOF NO. 166, MADE BY MORRILL, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, LYING WESTERLY OF THE WESTERLY LINE OF THE CALIFORNIA STATE HIGHWAY AS CONVEYED BY THE State of California BY DEED RECORDED SEPTEMBER 19, 1949, IN BOOK 3321, PAGE 481 OF OFFICIAL RECORDS.

EXCEPTING FROM THE ABOVE DESCRIBED PROPERTY, THE WESTERLY 20.00 FEET THEREOF.

5-114

## DESCRIPTION

ALSO EXCEPTING THAT PORTION AS CONVEYED TO THE State of California, ON DECEMBER 30, 1969 AS FILE NO. 235054 OF OFFICIAL RECORDS.

PARCEL 4: (567-022-13)

THAT PORTION OF THE SOUTHERLY 80.0 FEET OF THE NORTHERLY 828.0 FEET OF THE WESTERLY HALF OF THE SOUTHWESTERLY QUARTER SECTION 162 OF RANCHO DE LA NACION, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, State of California, ACCORDING TO MAP THEREOF NO. 166, MADE BY MORRILL ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, LYING WESTERLY OF THE WESTERLY LINE OF THE CALIFORNIA STATE HIGHWAY, AS CONDEMNED BY THE STATE OF CALIFORNIA INSTRUMENT RECORDED FEBRUARY 27, 1970 AS FILE NO. 37116 OF OFFICIAL RECORDS.

EXCEPTING FROM THE ABOVE DESCRIBED PROPERTY THE WESTERLY 40.00 FEET THEREOF.

PARCEL 5: (567-022-28)

THE NORTHERLY 75 FEET OF THAT PORTION OF THE WESTERLY HALF OF THE SOUTHWESTERLY QUARTER OF QUARTER SECTION 162 OF RANCHO DE LA NACION, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, State of California, ACCORDING TO MAP THEREOF MADE BY MORRILL, NO. 166, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MAY 11, 1969, LYING SOUTHERLY OF THE SOUTHERLY LINE OF THE NORTHERLY 828 FEET OF THE SOUTHWESTERLY QUARTER OF SAID QUARTER SECTION 162 AND LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF SAID QUARTER SECTION 162, DISTANT THEREON NORTH 72° 06' 52" EAST, 384.57 FEET FROM THE SOUTHWEST CORNER OF QUARTER SECTION 162; THENCE NORTH 18° 09' 24" WEST, 575.39 FEET; THENCE ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1970 FEET, THROUGH AN ANGLE OF 6° 35' 22", AN ARC DISTANCE OF 227.14 FEET; THENCE NORTH 24° 45' 46" WEST, 457.72 FEET TO A POINT ON THAT COURSE DESCRIBED AS "---NORTH 78° 50' 37" WEST, 192.90 FEET---" IN DEED TO THE State of California RECORDED FEBRUARY 28, 1949 IN BOOK 3123, PAGE 143 OF SAID OFFICIAL RECORDS DISTANT THEREON SOUTH 78° 21' 00" EAST, 46.20 FEET FROM THE NORTHWESTERLY TERMINUS OF SAID COURSE.

EXCEPTING THEREFROM THE WESTERLY 20.00 FEET.

PARCEL 6: (PORTION "G" STREET)

THE SOUTHERLY FORTY (40) FEET OF THE REAL PROPERTY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE WESTERLY HALF OF THE SOUTHWESTERLY QUARTER OF QUARTER SECTION 162 OF THE RANCHO DE LA NACION, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, State of California, ACCORDING TO MAP THEREOF NO. 166, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MAY 11, 1969, LYING SOUTHERLY OF THE SOUTHERLY LINE OF THE NORTHERLY 903.00 FEET THEREOF. EXCEPTING THEREFROM THE WESTERLY 20.00 FEET THEREOF. ALSO EXCEPTING THEREFROM THAT PORTION LYING EASTERLY OF THE WESTERLY LINE OF CALIFORNIA STATE HIGHWAY 11-SD-5 (INTERSTATE 5) AS DESCRIBED IN DEED TO THE State of California, RECORDED APRIL 22, 1968 AS FILE NO. 66332.

PARCEL 7:

ALL THAT PORTION OF QUARTER SECTION 172 OF THE RANCHO DE LA NACION, IN THE CITY OF CHULA VISTA, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO

5-115

## DESCRIPTION

MAP THEREOF NO. 166 ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY LYING BETWEEN LINES PARALLEL WITH AND DISTANT 120.0 FEET AND 220.0 FEET NORTHWESTERLY AT RIGHT ANGLES FROM THE SOUTHEASTERLY LINE OF SAID QUARTER SECTION 172, AND LYING BETWEEN THE SOUTHWESTERLY LINE OF THE NORTHEASTERLY 662.0 FEET OF SAID QUARTER SECTION AND THE ORDINARY HIGH TIDE LINE OF THE BAY OF SAN DIEGO, AND WESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF SAID QUARTER SECTION (SAID SOUTHERLY LINE ALSO BEING THE CENTER LINE OF "G" STREET), DISTANT THEREON 662 FEET WESTERLY OF THE SOUTHEASTERLY CORNER THEREOF; THENCE SOUTH  $72^{\circ} 08' 08''$  WEST (ACCORDING TO MISCELLANEOUS MAP NO. 217) ALONG SAID SOUTHERLY LINE, A DISTANCE OF 584.22 FEET TO AN INTERSECTION WITH THE NORTHERLY PROLONGATION OF THE EASTERLY LINE OF TIDELANDS AVENUE AS DESCRIBED IN CITY OF CHULA VISTA RESOLUTION NO. 4205, RECORDED OCTOBER 10, 1966 AT FILE/PAGE NO. 163052 OF OFFICIAL RECORDS OF SAID COUNTY TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED LINE; THENCE NORTH  $14^{\circ} 26' 36''$  WEST, ALONG SAID NORTHERLY PROLONGATION, (NORTH  $14^{\circ} 22' 44''$  WEST ACCORDING TO SAID RESOLUTION NO. 4205, A DISTANCE OF 220.39 FEET TO A POINT ON THE NORTHERLY LINE OF THE SOUTHERLY 220 FEET OF SAID QUARTER SECTION 172.

### PARCEL B:

THE SOUTHERLY ONE-HUNDRED TWENTY (120) FEET OF QUARTER SECTION 172 OF THE RANCHO DE LA NACION, IN THE CITY OF CHULA VISTA, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 166 ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF SAID QUARTER SECTION (SAID SOUTHERLY LINE ALSO BEING THE CENTER LINE OF "G" STREET), DISTANT THEREON 662 FEET WESTERLY OF THE SOUTHEASTERLY CORNER THEREOF; THENCE SOUTH  $72^{\circ} 08' 08''$  WEST (ACCORDING TO MISCELLANEOUS MAP NO. 217) ALONG SAID SOUTHERLY LINE, A DISTANCE OF 584.22 FEET TO AN INTERSECTION WITH THE NORTHERLY PROLONGATION OF THE EASTERLY LINE OF TIDELANDS AVENUE AS DESCRIBED IN CITY OF CHULA VISTA RESOLUTION NO. 4205, RECORDED OCTOBER 10, 1966 AT FILE/PAGE NO. 163052 OF OFFICIAL RECORDS OF SAID COUNTY TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED LINE; THENCE NORTH  $14^{\circ} 26' 36''$  WEST, ALONG SAID NORTHERLY PROLONGATION, (NORTH  $14^{\circ} 22' 44''$  WEST ACCORDING TO SAID RESOLUTION NO. 4205, A DISTANCE OF 220.39 FEET TO A POINT ON THE NORTHERLY LINE OF THE SOUTHERLY 220 FEET OF SAID QUARTER SECTION 172.

5-114



EXHIBIT C

(Description of Rados Land)

5-117

## DESCRIPTION

### PARCEL 1:

THE EASTERLY 100 FEET OF THE WESTERLY 320 FEET OF THE NORTHERLY 460 FEET OF THE SOUTHWEST QUARTER OF QUARTER SECTION 162 OF RANCHO DE LA NACION, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, State of California, ACCORDING TO MAP THEREOF NO. 505, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON MARCH 13, 1888.

TOGETHER WITH ALL THAT PORTION OF SAID SOUTHWEST QUARTER DESCRIBED AS THAT PORTION OF THE WESTERLY HALF OF THE SOUTHWEST QUARTER OF QUARTER SECTION 162 OF RANCHO DE LA NACION, ACCORDING TO MAP THEREOF NO. 166, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AS CONVEYED TO THE State of California, BY DEEDS RECORDED JUNE 5, 1968 AS FILE NO. 92738, AND JUNE 6, 1969 AS FILE NO. 100239, BOTH OF OFFICIAL RECORDS OF SAID COUNTY; LYING WESTERLY OF THE WESTERLY RIGHT OF WAY LINE OF THE WESTERLY FRONTAGE ROAD OF STATE FREEWAY 11-SD-5-8.2; SAID PORTION, HEREBY CONVEYED, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID STATE LAND; THENCE ALONG THE WESTERLY LINE OF SAID STATE LAND, NORTH 17° 47' 22" WEST, 321.77 FEET TO THE POINT OF INTERSECTION OF SAID LINE WITH SAID WESTERLY FRONTAGE ROAD RIGHT OF WAY LINE; THENCE ALONG SAID FRONTAGE ROAD RIGHT OF WAY LINE SOUTH 24° 45' 45" EAST, 324.05 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID STATE LAND; THENCE ALONG SAID SOUTHERLY LINE SOUTH 72° 02' 24" WEST, 39.34 FEET TO THE POINT OF BEGINNING.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE ON THE CALIFORNIA COORDINATE SYSTEM, ZONE 6.

EXCEPTING FROM THE FIRST HEREINABOVE DESCRIBED PROPERTY THOSE PORTIONS CONVEYED TO THE State of California DESCRIBED AS FOLLOWS:

THAT PORTION OF THE NORTHERLY 240 FEET OF THE EASTERLY 100 FEET OF THE WESTERLY 320 FEET OF THE SOUTHWEST QUARTER OF QUARTER SECTION 162 OF RANCHO DE LA NACION, ACCORDING TO MAP THEREOF NO. 166, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, INCLUDED WITHIN THE FOLLOWING DESCRIBED PARCEL OF LAND:

BEGINNING AT AN "X" ON A RAILROAD SPIKE SET FOR THE NORTHEAST CORNER OF THE WEST HALF OF SAID SOUTHWEST QUARTER; THENCE ALONG THE EASTERLY LINE OF SAID WEST HALF, SOUTH 18° 15' 45" EAST, 588.01 FEET TO THE SOUTHERLY LINE OF THE NORTHERLY 588 FEET OF SAID WEST HALF OF THE SOUTHWEST QUARTER; THENCE ALONG SAID SOUTHERLY LINE, SOUTH 71° 32' 05" WEST, 40.00 FEET TO A LINE PARALLEL WITH AND DISTANT 40 FEET WESTERLY AT RIGHT ANGLES FROM SAID EASTERLY LINE OF THE WEST HALF; THENCE ALONG SAID PARALLEL LINE, NORTH 18° 15' 45" WEST, 128.00 FEET; THENCE LEAVING SAID PARALLEL LINE, SOUTH 71° 32' 05" WEST, 51.66 FEET TO ENGINEER'S STATION 78+02.66 ON THE CENTER LINE OF THE DEPARTMENT OF PUBLIC WORKS' SURVEY IN THE CITY OF CHULA VISTA, ROAD XI-SD-2-CEV; THENCE SOUTH 71° 32' 05" WEST, 113.58 FEET; THENCE NORTH 21° 11' 51" WEST, 325.02 FEET; THENCE NORTH 78° 50' 37" WEST, 192.90 FEET; THENCE NORTH 18° 28' 05" WEST, 40.00 FEET TO THE NORTHERLY LINE OF SAID SOUTHWEST QUARTER; THENCE ALONG SAID NORTHERLY LINE, NORTH 71° 31' 55" EAST, 298.01 FEET TO ENGINEER'S STATION 82+62.56 ON THE CENTER LINE OF SAID DEPARTMENT OF PUBLIC WORKS' SURVEY; THENCE CONTINUING ALONG SAID NORTHERLY LINE, NORTH 71° 31' 55" EAST 52.05 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE NORTHERLY 40 FEET THEREOF.

ALSO EXCEPTING THAT PART OF THE NORTHERLY 240 FEET OF THE EASTERLY 100 FEET OF THE WESTERLY 320 FEET OF THE SOUTHWEST QUARTER OF QUARTER SECTION 162 OF THE

5-118

## DESCRIPTION

RANCHO DE LA NACION, ACCORDING TO MAP THEREOF NO. 166, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THAT COURSE DESCRIBED AS "---NORTH 78° 50' 37" WEST, 192.90 FEET---" IN DEED TO THE State of California RECORDED FEBRUARY 28, 1949 IN BOOK 3123, PAGE 143 OF OFFICIAL RECORDS OF SAID COUNTY, DISTANT THEREON SOUTH 78° 21' 00" EAST, 46.20 FEET FROM THE NORTHWESTERLY TERMINUS OF SAID COURSE; THENCE (1) ALONG SAID COURSE SOUTH 78° 21' 00" EAST, 10.59 FEET TO THE WESTERLY BOUNDARY OF THAT PARCEL OF LAND DESCRIBED IN DEED TO HAROLD IVAN PHILLIPS, ET UX, RECORDED SEPTEMBER 29, 1951 AS FILE NO. 169459 OFFICIAL RECORDS OF SAID COUNTY; THENCE (2) ALONG THE WESTERLY BOUNDARY OF SAID PHILLIP'S LAND SOUTH 17° 47' 22" EAST, 70.20 FEET; THENCE (3) LEAVING SAID WESTERLY BOUNDARY NORTH 24° 45' 46" WEST, 75.97 FEET TO THE POINT OF BEGINNING.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE ON THE CALIFORNIA COORDINATE SYSTEM, ZONE 6.

ALSO EXCEPTING FROM THE FIRST HEREINABOVE DESCRIBED PROPERTY THE NORTHERLY 40.00 FEET THEREOF.

### PARCEL 2:

THE WESTERLY 220 FEET OF THE NORTH 460 FEET OF THE SOUTHWEST QUARTER OF QUARTER SECTION 162 OF THE RANCHO DE LA NACION, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, State of California, ACCORDING TO MAP THEREOF NO. 166, MADE BY MORRILL, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY.

EXCEPTING THEREFROM THE WESTERLY 20 FEET AND THE NORTHERLY 40 FEET THEREOF.

Recording requested by and  
please return to:

Goodrich Aerostructures Group  
C/O Gary Sullivan  
850 Lagoon Drive  
Chula Vista, CA 91910

☐ (This space for Recorder's use, only) ☐

Assessor's Parcel Number 567-022-01 & 36

Chula Vista File No: \_\_\_\_\_

## GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the Redevelopment Agency of City of Chula Vista, a public body, corporate and politic, grants to ROHR, INC., previously operating as BFGOODRICH AEROSPACE AEROSTRUCTURES GROUP and currently operating as Goodrich Aerostructures Group, a Delaware corporation and wholly owned subsidiary of Goodrich Corporation, previously the BFGoodrich Company, that certain real property located in the City of Chula Vista, County of San Diego, State of California, more particularly described as follows:

**See Legal Description designated as Exhibit "A" attached hereto, and by reference made a part hereof.**

RESERVING therefrom to Grantor of the parcel of land described in this Grant Deed, their successors or assigns, a non-exclusive easement for Landscaping and other public purposes on, over, under, across and through (a) that portion of the property described in this Grant Deed described as follows:

**See Legal Description designated as Exhibit "B" attached to and incorporated into this Grant Deed.**

5/20

**As more particularly shown on a Map designated as Exhibit "C" attached to and incorporated into this Grant Deed.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2007

**THE CITY OF CHULA VISTA**

By: \_\_\_\_\_

By: \_\_\_\_\_

(Notary Acknowledgment required for each signatory.)

5-12\

## EXHIBIT "A"

### LEGAL DESCRIPTION

Real property in the City of Chula Vista, County of San Diego, State of California, described as follows:

PARCEL 1: (APN: 567-022-36)

THE EASTERLY 100 FEET OF THE WESTERLY 320 FEET OF THE NORTHERLY 460 FEET OF THE SOUTHWEST QUARTER OF QUARTER SECTION 162 OF RANCHO DE LA NACION, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 505, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON MARCH 13, 1888.

TOGETHER WITH ALL THAT PORTION OF SAID SOUTHWEST QUARTER DESCRIBED AS THAT PORTION OF THE WESTERLY HALF OF THE SOUTHWEST QUARTER OF QUARTER SECTION 162 OF RANCHO DE LA NACION, ACCORDING TO MAP THEREOF NO. 166, FILED IN THE OFFICE OF THE RECORDER OF SAN DIEGO COUNTY, AS CONVEYED TO THE STATE OF CALIFORNIA BY DEEDS RECORDED JUNE 5, 1968 AS INSTRUMENT NO. 92738, AND JUNE 6, 1969 AS INSTRUMENT NO. 100239, BOTH OF OFFICIAL RECORDS OF SAID COUNTY; LYING WESTERLY OF THE WESTERLY RIGHT OF WAY LINE OF THE WESTERLY FRONTAGE ROAD OF STATE FREEWAY 11-SD-5-8.2; SAID PORTION, HEREBY CONVEYED, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID STATE LAND; THENCE ALONG THE WESTERLY LINE OF SAID STATE LAND, NORTH 17°47'22" WEST, 321.77 FEET TO THE POINT OF INTERSECTION OF SAID LINE WITH SAID WESTERLY FRONTAGE ROAD RIGHT OF WAY LINE; THENCE ALONG SAID FRONTAGE ROAD RIGHT OF WAY LINE SOUTH 24°45'46" EAST, 324.05 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID STATE LAND; THENCE ALONG SAID SOUTHERLY LINE SOUTH 72°02'24" WEST, 39.34 FEET TO THE POINT OF BEGINNING.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE ON THE CALIFORNIA COORDINATE SYSTEM, ZONE 6.

EXCEPTING FROM THE FIRST HEREINABOVE DESCRIBED PROPERTY THOSE PORTIONS CONVEYED TO THE STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

THAT PORTION OF THE NORTHERLY 240 FEET OF THE EASTERLY 100 FEET OF THE WESTERLY 320 FEET OF THE SOUTHWEST QUARTER OF QUARTER SECTION 162 OF RANCHO DE LA NACION, ACCORDING TO MAP THEREOF NO. 166, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, INCLUDED WITHIN THE FOLLOWING DESCRIBED PARCEL OF LAND:

BEGINNING AT AN "X" ON A RAILROAD SPIKE SET FOR THE NORTHEAST CORNER OF THE WEST HALF OF SAID SOUTHWEST QUARTER; THENCE ALONG THE EASTERLY LINE OF SAID WEST HALF, SOUTH 18°15'45" EAST, 588.01 FEET TO THE SOUTHERLY LINE OF THE NORTHERLY 588 FEET OF SAID WEST HALF OF THE SOUTHWEST QUARTER; THENCE ALONG SAID SOUTHERLY LINE, SOUTH 71°32'05" WEST, 40.00 FEET TO A LINE PARALLEL WITH AND DISTANT 40 FEET WESTERLY AT RIGHT ANGLES FROM SAID EASTERLY LINE OF THE WEST HALF; THENCE ALONG SAID PARALLEL LINE, NORTH 18°15'45" WEST, 128.00 FEET; THENCE LEAVING SAID PARALLEL LINE, SOUTH 71°32'05" WEST, 51.66 FEET TO ENGINEER'S STATION

78+02.66 ON THE CENTER LINE OF THE DEPARTMENT OF PUBLIC WORKS' SURVEY IN THE CITY OF CHULA VISTA, ROAD XI-SD-2-CHV; THENCE SOUTH 71°32'05" WEST, 113.58 FEET;

THENCE NORTH 21°11'51" WEST, 325.02 FEET; THENCE NORTH 78°50'37" WEST, 192.90 FEET; THENCE NORTH 18°28'05" WEST, 40.00 FEET TO THE NORTHERLY LINE OF SAID SOUTHWEST QUARTER; THENCE ALONG SAID NORTHERLY LINE, NORTH 71°31'55" EAST, 298.01 FEET TO ENGINEER'S STATION 82+62.56 ON THE CENTER LINE OF SAID DEPARTMENT OF PUBLIC WORKS' SURVEY; THENCE CONTINUING ALONG SAID NORTHERLY LINE, NORTH 71°31'55" EAST, 92.05 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE NORTHERLY 40 FEET THEREOF.

ALSO EXCEPTING THAT PART OF THE NORTHERLY 240 FEET OF THE EASTERLY 100 FEET OF THE WESTERLY 320 FEET OF THE SOUTHWEST QUARTER OF QUARTER SECTION 162 OF THE RANCHO DE LA NACION, ACCORDING TO MAP THEREOF NO. 166, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THAT COURSE DESCRIBED AS "---NORTH 78°50'37" WEST, 192.90 FEET---" IN DEED TO THE STATE OF CALIFORNIA RECORDED FEBRUARY 28, 1949 IN BOOK 3123, PAGE 143 OF OFFICIAL RECORDS OF SAID COUNTY, DISTANT THEREON SOUTH 78°21'00" EAST, 46.20 FEET FROM THE NORTHWESTERLY TERMINUS OF SAID COURSE; THENCE (1) ALONG SAID COURSE SOUTH 78°21'00" EAST, 10.59 FEET TO THE WESTERLY BOUNDARY OF THAT PARCEL OF LAND DESCRIBED IN DEED TO HAROLD IVAN PHILLIPS, ET UX, RECORDED SEPTEMBER 29, 1961 AS INSTRUMENT NO. 169459 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE (2) ALONG THE WESTERLY BOUNDARY OF SAID PHILLIP'S LAND SOUTH 17°47'22" EAST, 70.20 FEET; THENCE (3) LEAVING SAID WESTERLY BOUNDARY NORTH 24°45'46" WEST, 75.97 FEET TO THE POINT OF BEGINNING.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE ON THE CALIFORNIA COORDINATE SYSTEM, ZONE 6.

ALSO EXCEPTING FROM THE FIRST HEREINABOVE DESCRIBED PROPERTY THE NORTHERLY 40.00 FEET THEREOF.

PARCEL 2: (APN: 567-022-01)

THE WESTERLY 220 FEET OF THE NORTH 460 FEET OF THE SOUTHWEST QUARTER OF QUARTER SECTION 162 OF THE RANCHO DE LA NACION, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF NO. 166, MADE BY MORRILL, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY.

EXCEPTING THEREFROM THE WESTERLY 20 FEET AND THE NORTHERLY 40 FEET THEREOF.

5123

**EXHIBIT "B"**

**EASEMENT FOR LANDSCAPING  
AND OTHER PUBLIC PURPOSES**

Being a portion of the Southwest Quarter of Quarter Section 162 of Rancho De La Nacion, in the City of Chula Vista, County of San Diego, State of California, according to Map thereof No. 505, filed in the Office of the County Recorder of San Diego County on March 13, 1888, more particularly described as follows:

Beginning at the West Quarter Corner of Quarter Section 162; thence easterly along the northerly line of said Southwest Quarter NORTH 72°02'24" EAST 219.88 feet; thence leaving said northerly line on a bearing of SOUTH 17°57'36" EAST a distance of 40.00 feet to a point on the Southerly line of Lagoon Drive, said point also being the Northwest corner of land having an Assessors Parcel Number of 567-022-36; said land also being described in a Final Order of Condemnation recorded on May 30, 2003 as document no. 2003-0637998 of Official Records; thence along the northerly line of said parcel NORTH 72°02'24" EAST 32.54 feet to the TRUE POINT OF BEGINNING; thence continuing along said northerly line NORTH 72°02'24" EAST 18.00 feet; thence SOUTH 78°21'00" EAST 46.20 feet to a point on the westerly sideline of Bay Boulevard; thence along said westerly line SOUTH 24°45'46" EAST 20.00 feet; thence leaving said westerly line SOUTH 65°14'14" WEST 13.13 feet; thence NORTH 78°21'00" WEST 54.63 feet; thence NORTH 17°57'36" WEST 17.25 feet to the TRUE POINT OF BEGINNING.

CONTAINS 1491 square feet more or less

  
\_\_\_\_\_  
Gregory P. Hopkins, PLS 7730      Date

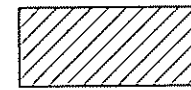
W.O. # BF-007  
A.P.N. 567-022-36

5-124

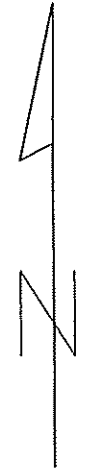




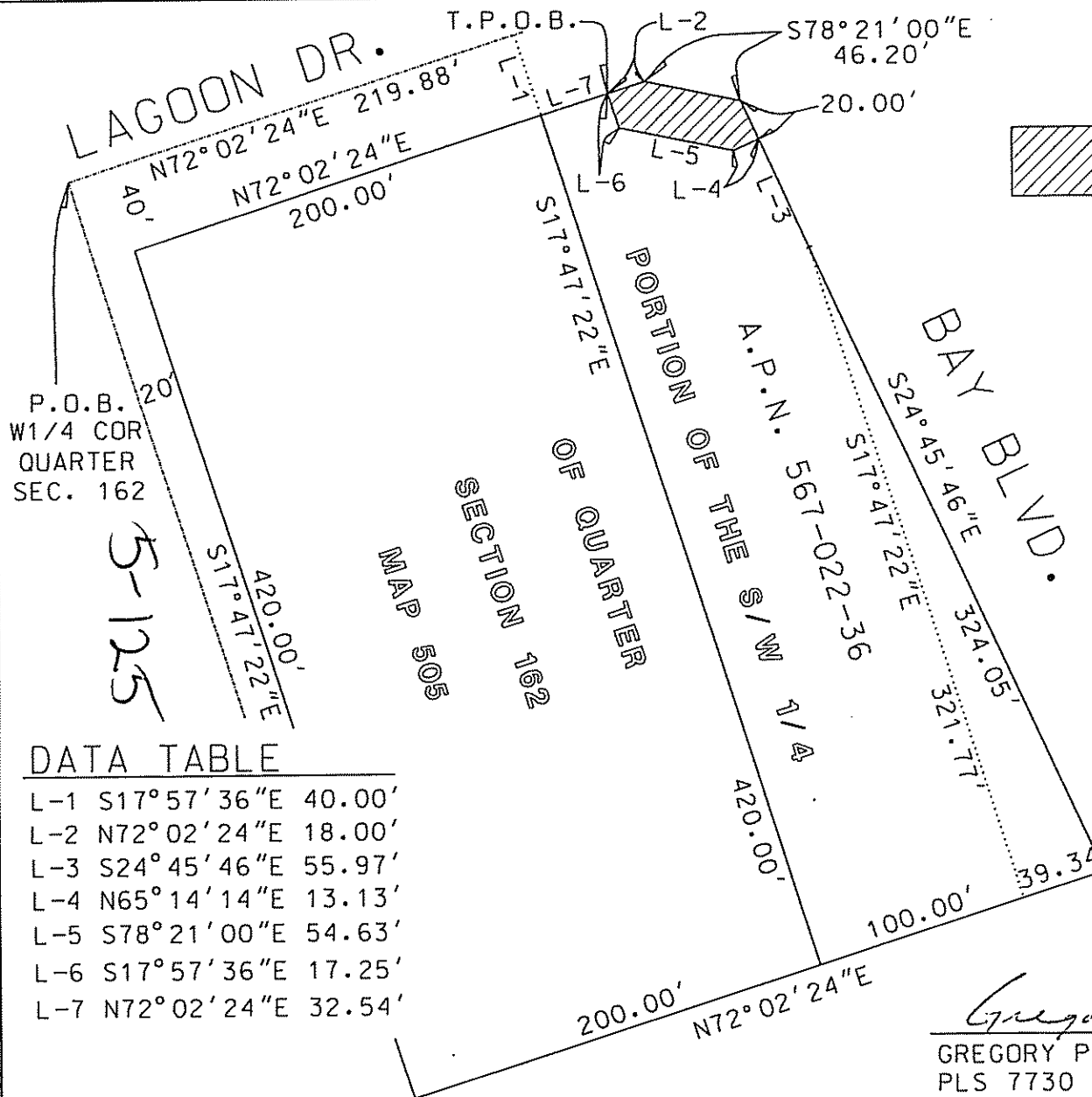
# EXHIBIT "C"



INDICATES EASEMENT AREA  
AREA = 1491 SQ. FT



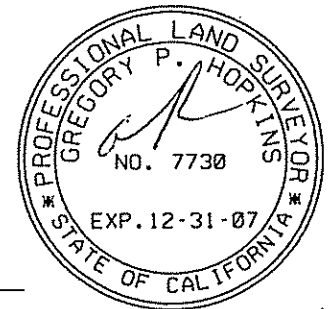
SCALE 1" = 80'



## DATA TABLE

L-1	S17°57'36"E	40.00'
L-2	N72°02'24"E	18.00'
L-3	S24°45'46"E	55.97'
L-4	N65°14'14"E	13.13'
L-5	S78°21'00"E	54.63'
L-6	S17°57'36"E	17.25'
L-7	N72°02'24"E	32.54'

*Gregory P. Hopkins*  
GREGORY P. HOPKINS DATE  
PLS 7730



DRAWN BY:  
GREG HOPKINS

DATE:  
JUNE 22, 2006

EASEMENT FOR LANDSCAPING  
AND OTHER PUBLIC PURPOSES

W.O. # BF-007

L.C. 170-1737  
CCS83 1810-6297

*Recording Requested by and  
Please Return to:*

City Clerk  
City of Chula Vista  
276 Fourth Avenue  
Chula Vista, California 91910

*This Instrument Benefits City Only.  
No Fee Required.*

▲ *This Space for Recorder's Use Only* ▲

APN(s) 567-022-36

C.V. File No. BF-007

## GRANT DEED EASEMENT FOR LANDSCAPING AND OTHER PUBLIC PURPOSES

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, THE REDEVELOPMENT AGENCY OF THE CITY OF CHULA VISTA, a public body, corporate and politic, hereby grant(s) to THE CITY OF CHULA VISTA, a municipal corporation, in the County of San Diego, State of California, an easement for, and the right to construct, maintain, operate, replace or remove landscaping, water features, statuary, monument signs and/or other quality architectural features and other public purposes in, on, over, under, and across that certain real property situated in said City of Chula Vista and more particularly described as follows:

**See Exhibit "A", Legal Description, attached hereto and by reference made a part hereof.**

**As more particularly shown on a Map Designated as Exhibit "B", attached hereto and by reference made a part hereof.**

Together with the right to enter upon and to pass and repass over and along said easement and right-of-way and to deposit tools, implements and other materials thereon by said City of Chula Vista, its officers, agents, and employees and by any contractor, his agents, and employees engaged by said City, whenever and wherever necessary for the purposes set forth above.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

**GRANTOR:**

REDEVELOPMENT AGENCY OF THE CITY OF CHULA VISTA  
A PUBLIC BODY, CORPORATE AND POLITIC

BY: \_\_\_\_\_

(Notary Acknowledgment Required for Each Signatory)

5/24

*This is to certify that the interest in real property conveyed herein to the City of Chula Vista, a governmental agency, is hereby accepted by the undersigned, City Clerk, on behalf of the Chula Vista City Council pursuant to authority conferred by Resolution No. 15645 of said Council adopted on June 5, 1990, and the grantee(s) consent(s) to the recordation thereof by its duly authorized officer.*

SUSAN BIGELOW, CITY CLERK

By: \_\_\_\_\_ Date: \_\_\_\_\_

5-127

**EXHIBIT "A"**

**EASEMENT FOR LANDSCAPING  
AND OTHER PUBLIC PURPOSES**

Being a portion of the Southwest Quarter of Quarter Section 162 of Rancho De La Nacion, in the City of Chula Vista, County of San Diego, State of California, according to Map thereof No. 505, filed in the Office of the County Recorder of San Diego County on March 13, 1888, more particularly described as follows:

Beginning at the West Quarter Corner of Quarter Section 162; thence easterly along the northerly line of said Southwest Quarter N72°02'24"E 219.88 feet; thence leaving said northerly line on a bearing of S17°57'36" E a distance of 40.00 feet to a point on the Southerly line of Lagoon Drive, said point also being the Northwest corner of land having an Assessors Parcel Number of 567-022-36; said land also being described in a Final Order of Condemnation recorded on May 30, 2003 as document no. 2003-0637998 of Official Records; thence along the northerly line of said parcel N72°02'24"E 32.54 feet to the TRUE POINT OF BEGINNING; thence continuing along said northerly line N72°02'24"E 18.00 feet; thence S78°21'00"E 46.20 feet to a point on the westerly sideline of Bay Boulevard; thence along said westerly line S24°45'46"E 20.00 feet; thence leaving said westerly line S65°14'14"W 13.13 feet; thence N78°21'00"W 54.63 feet; thence N17°57'36"W 17.25 feet to the TRUE POINT OF BEGINNING.

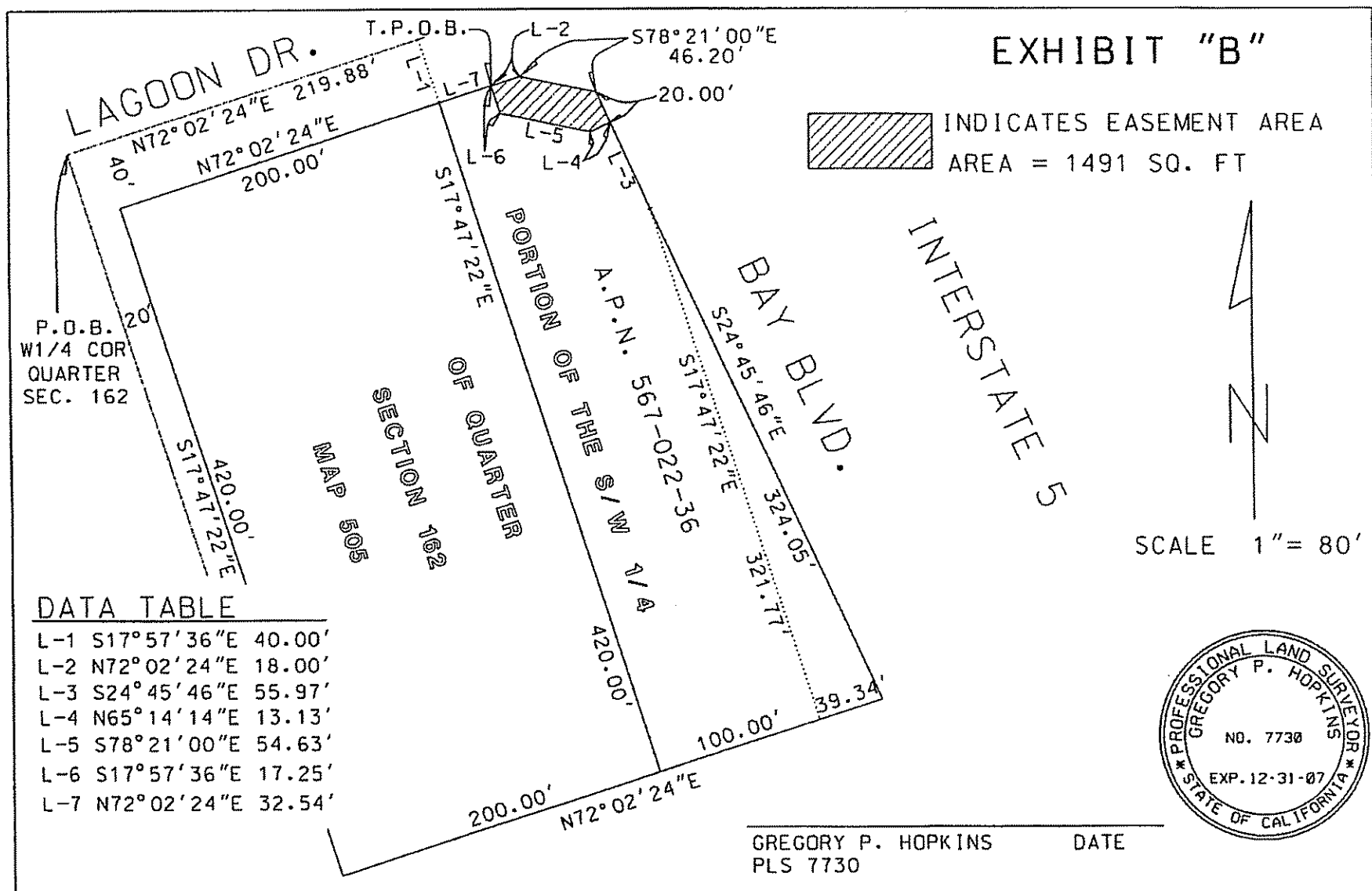
CONTAINS 1491 square feet more or less

\_\_\_\_\_  
Gregory P. Hopkins, PLS 7730      Date

W.O. # BF-007  
A.P.N. 567-022-36

5-128

5-129



**DATA TABLE**

L-1	S17°57'36"E	40.00'
L-2	N72°02'24"E	18.00'
L-3	S24°45'46"E	55.97'
L-4	N65°14'14"E	13.13'
L-5	S78°21'00"E	54.63'
L-6	S17°57'36"E	17.25'
L-7	N72°02'24"E	32.54'

DRAWN BY: GREG HOPKINS
DATE: JUNE 22, 2006

EASEMENT FOR LANDSCAPING  
AND OTHER PUBLIC PURPOSES

W.O. #	BF-007
L.C.	170-1737
CCS83	1810-6297

GREGORY P. HOPKINS      DATE  
PLS 7730

*Recording Requested by and  
Please Return to:*

City Clerk  
City of Chula Vista  
276 Fourth Avenue  
Chula Vista, California 91910

*This Instrument Benefits City Only.  
No Fee Required.*

▲ *This Space for Recorder's Use Only* ▲

APN(s) 567-022-36

C.V. File No. BF-007

## GRANT DEED EASEMENT FOR LANDSCAPING AND OTHER PUBLIC PURPOSES

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, THE REDEVELOPMENT AGENCY OF THE CITY OF CHULA VISTA, a public body, corporate and politic, hereby grant(s) to THE CITY OF CHULA VISTA, a municipal corporation, in the County of San Diego, State of California, an easement for, and the right to construct, maintain, operate, replace or remove landscaping, water features, statuary, monument signs and/or other quality architectural features and other public purposes in, on, over, under, and across that certain real property situated in said City of Chula Vista and more particularly described as follows:

**See Exhibit "A", Legal Description, attached hereto and by reference made a part hereof.**

**As more particularly shown on a Map Designated as Exhibit "B", attached hereto and by reference made a part hereof.**

Together with the right to enter upon and to pass and repass over and along said easement and right-of-way and to deposit tools, implements and other materials thereon by said City of Chula Vista, its officers, agents, and employees and by any contractor, his agents, and employees engaged by said City, whenever and wherever necessary for the purposes set forth above.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

**GRANTOR:**

REDEVELOPMENT AGENCY OF THE CITY OF CHULA VISTA  
A PUBLIC BODY, CORPORATE AND POLITIC

BY: \_\_\_\_\_

(Notary Acknowledgment Required for Each Signatory)

5 130

*This is to certify that the interest in real property conveyed herein to the City of Chula Vista, a governmental agency, is hereby accepted by the undersigned, City Clerk, on behalf of the Chula Vista City Council pursuant to authority conferred by Resolution No. 15645 of said Council adopted on June 5, 1990, and the grantee(s) consent(s) to the recordation thereof by its duly authorized officer.*

SUSAN BIGELOW, CITY CLERK

By: \_\_\_\_\_ Date: \_\_\_\_\_

5-131

**EXHIBIT "A"**

**EASEMENT FOR LANDSCAPING  
AND OTHER PUBLIC PURPOSES**

Being a portion of the Southwest Quarter of Quarter Section 162 of Rancho De La Nacion, in the City of Chula Vista, County of San Diego, State of California, according to Map thereof No. 505, filed in the Office of the County Recorder of San Diego County on March 13, 1888, more particularly described as follows:

Beginning at the West Quarter Corner of Quarter Section 162; thence easterly along the northerly line of said Southwest Quarter N72°02'24"E 219.88 feet; thence leaving said northerly line on a bearing of S17°57'36" E a distance of 40.00 feet to a point on the Southerly line of Lagoon Drive, said point also being the Northwest corner of land having an Assessors Parcel Number of 567-022-36; said land also being described in a Final Order of Condemnation recorded on May 30, 2003 as document no. 2003-0637998 of Official Records; thence along the northerly line of said parcel N72°02'24"E 32.54 feet to the TRUE POINT OF BEGINNING; thence continuing along said northerly line N72°02'24"E 18.00 feet; thence S78°21'00"E 46.20 feet to a point on the westerly sideline of Bay Boulevard; thence along said westerly line S24°45'46"E 20.00 feet; thence leaving said westerly line S65°14'14"W 13.13 feet; thence N78°21'00"W 54.63 feet; thence N17°57'36"W 17.25 feet to the TRUE POINT OF BEGINNING.

CONTAINS 1491 square feet more or less

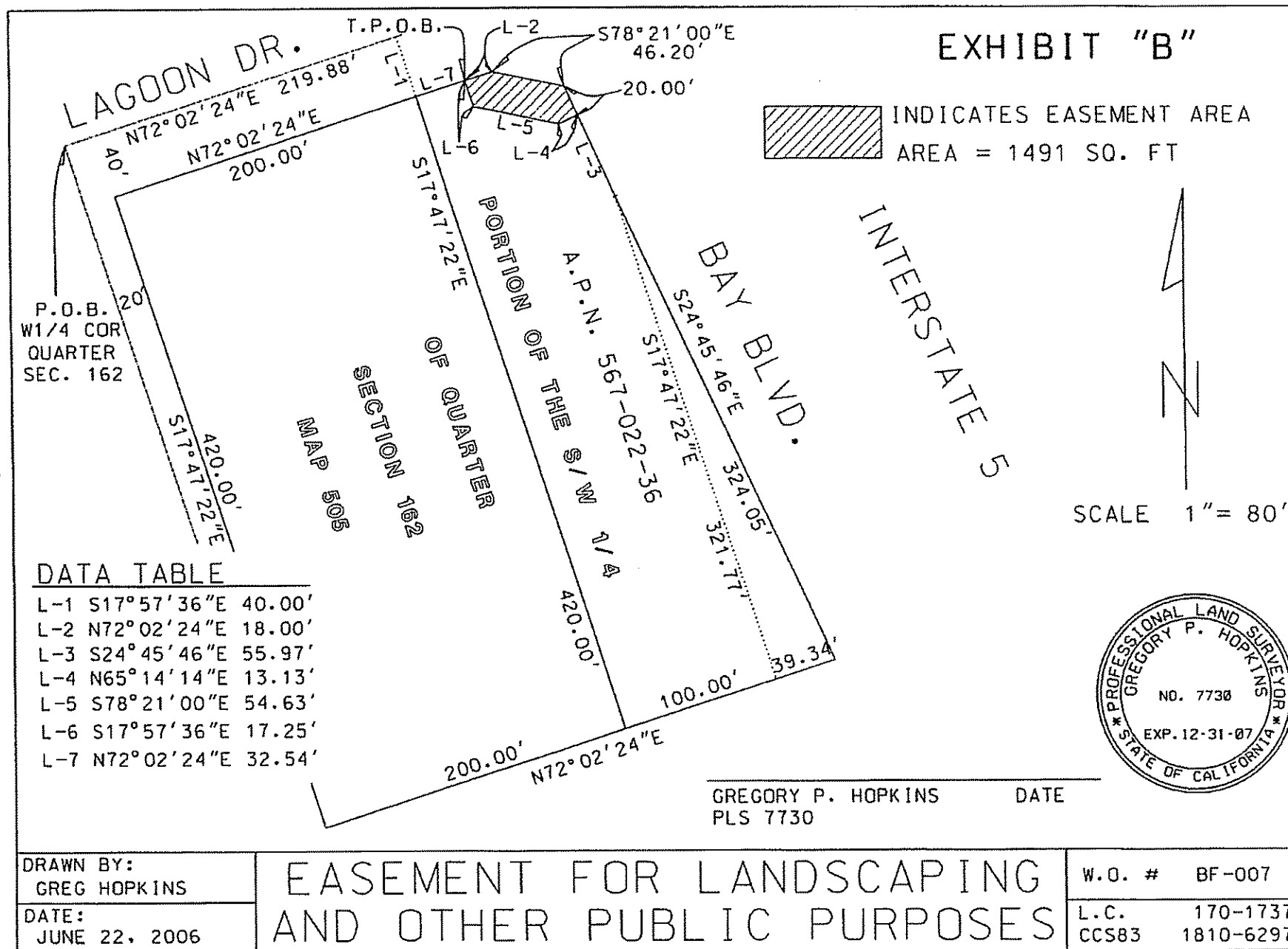
\_\_\_\_\_  
Gregory P. Hopkins, PLS 7730      Date

W.O. # BF-007  
A.P.N. 567-022-36

5-132



5-133



CVRC RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE CHULA VISTA REDEVELOPMENT CORPORATION  
RECOMMENDING THE REDEVELOPMENT AGENCY APPROVE AND EXECUTE  
THE IMPLEMENTATION OF THE AGENCY-BFG LAND TRANSFER  
AGREEMENT AND ANY NECESSARY DOCUMENTS BY AND BETWEEN THE  
REDEVELOPMENT AGENCY OF THE CITY OF CHULA VISTA AND ROHR, INC.,  
OPERATING AS BFGOODRICH AEROSTRUCTURES GROUP, TO TRANSFER  
THE RADOS PARCEL AT 798 F STREET IN CHULA VISTA TO ROHR, INC. AND  
APPROVE THE GRANTING OF AN EASEMENT TO THE CITY OF CHULA VISTA

WHEREAS, on July 13, 1999, the City of Chula Vista ("City"), Redevelopment Agency of the City of Chula Vista ("Agency"), San Diego Unified Port District ("Port"), and Rohr, Inc., operating as BFGoodrich Aerospace Aerostructures Group ("BFG") entered into a Relocation Agreement ("RA"); and

WHEREAS, the RA contemplates the acquisition by the Agency of the property located at 798 F Street ("Rados Parcel"), and ultimately the sale and transfer of the Rados Parcel to BFG, subject to the terms and conditions of the RA; and

WHEREAS, in order to implement to RA, the Agency and BFG entered into the Agency-BFG Land Transfer Agreement on November 16, 1999; and

WHEREAS, the Rados Parcel was acquired by the Agency in May 2003; and

WHEREAS, the Agency has complied with all of the requirements of Health and Safety Code Sections 33431 and 33433 regarding the sale of the Rados Parcel; and

WHEREAS, the Agency and BFG desire to implement the provisions of the Transfer Agreement concerning the Rados Parcel; and

WHEREAS, pursuant to the RA, prior to the conveyance of the Rados Parcel to BFG, the City/Agency shall be granted an easement over a portion of the Rados Parcel for installation and maintenance of a Bayfront Redevelopment Area "entry statement."

NOW, THEREFORE, BE IT RESOLVED by the Chula Vista Redevelopment Corporation that it recommends that the Redevelopment Agency approve and execute the Implementation of the Agency-BFG Land Transfer Agreement, which is attached to this Resolution as Attachment I, and any necessary documents by and between the Redevelopment Agency of the City of Chula Vista and Rohr, Inc., operating as BFGoodrich Aerostructures Group, for the transfer of the Rados Parcel to Rohr, Inc.

5134

BE IT FURTHER RESOLVED by the Chula Vista Redevelopment Corporation that it recommends that the Redevelopment Agency grant an easement to the City of Chula Vista over that area described in Exhibit D attached to the Implementation of the Agency-BFG Land Transfer Agreement.

Presented by

Approved as to form by

---

Ann Hix, Secretary  
Acting Community Development Director

---

*Elisa A. Custis for*  
Ann Moore  
City Attorney

J: Attorney ELISA RESOS/CVRC Reso - Rados transfer.doc

5135